At all events, there seems to be no sufficient reason for resorting to equity. The plaintiff might well have taken game and allowed the defendant to sue him for trespass, in which action the rights of the parties might have been adequately adjudicated. *Diana Shooting Club* v. *Husting* (1914) 156 Wis. 261, 145 N. W. 816.

HUSBAND AND WIFE—ALIENATION OF AFFECTIONS—ANNULMENT OF INFANT'S MARRIAGE.—A father brought an action to annul the marriage of his son, a minor under eighteen years of age, in accordance with N. Y. Code Civ. Proc. § 1744, now in Civil Practice Act § 1133, and pending this action withdrew him from marital cohabitation. In a suit by the infant's wife for alienation of his affections, *held*, one judge dissenting, the parents were not liable. *Wolf* v. *Wolf* (1921) 194 App. Div. 33, 185 N. Y. Supp. 37.

This is a case where logic and policy appear to conflict. The marriage of a child under the age of consent is said to be voidable, not void. See *Cunningham* v. *Cunningham* (1912) 206 N. Y. 341, 345, 99 N. E. 845; *Mundell* v. *Coster* (1913) 80 Misc. 337, 339, 142 N. Y. Supp. 142. According to the New York statute, a voidable marriage is "void from the time its nullity is declared by a court of competent jurisdiction". Cons. Laws (1909) c. 14, § 7. Until such time the marriage status exists, and the issue of the parties would accordingly be legitimate. N. Y. Civ. Prac. Act § 1135 (Code Civ. Proc. § 1749); see *Cunningham* v. *Cunningham, supra,* 345. And a voidable marriage will support a conviction for bigamy. *People* v. *Dunbar* (1920) 184 N. Y. Supp. 465; (1921) 21 COLUMBIA LAW REV. 285. It follows, therefore, that until the annulment decree has been rendered, the wife of a minor under the age of consent has a right to *consortium*, and logically should be entitled to sue for the alienation of her husband's affections. See *Holtz* v. *Dick* (1884) 42 Ohio St. 23, 30. But the controlling influence in domestic relations cases is public policy. See *Cunningham* v. *Cunningham, supra,* 344. There are the strongest grounds of policy for permitting a parent immediately to withdraw his child from marital cohabitation, with its possible consequences, where a decree of annulment is practically certain. The fact that the son's consent was obtained by fraudulent misrepresentations should not make the father liable in this action, for, as the majority opinion points out, N. Y. Code Civ. Proc. § 1744, now in Civil Practice Act § 1133, permits a parent to annul the marriage of a child under eighteen years of age, and does not require the child's consent.

HUSBAND AND WIFE—INSANE WIFE—NECESSARIES.—The wife of the appellant had left him without cause. Twenty-five years later she became insane and was confined to an asylum. In an action by the respondent guardians to charge the appellant with contribution to her support, *held*, the appellant was liable. *Jones* v. *Newtown and Llanidloes Guardians* (K. B. 1920) 124 L. T. R. 23.

If a wife leaves her husband voluntarily and without cause, she does not take his credit with her. *Ogle* v. *Dershem* (1904) 91 App. Div. 551, 86 N. Y. Supp. 1101. The court in the principal case construed *Bradshaw* v. *Beard* (1862) 6 L. T. R. (N. S.) 458, 8 Jur. (N. S.) 1228, as holding a husband liable for the burial expenses of his deceased wife who had left him without cause. It follows, therefore, that where a wife leaves her husband, the latter's liability is only suspended; and, if it revives on death, it revives on insanity. However, there is one difficulty with this reasoning, namely, that it is impossible to tell from reading both reports of the *Bradshaw* case whether or not the deceased had left her husband without cause. In this country the authorities are split on the question of whether a husband is liable to support his wife in an insane asylum. Some courts hold there is no liability on the ground that the separation is not the fault of the husband. *Richardson* v. *Stuesser* (1905) 125 Wis. 66, 103 N. W. 261. Others hold the hus-

band liable if his wife was living with him until her insanity on the ground that she has not voluntarily left him. *Goodale* v. *Lawrence* (1882) 88 N. Y. 513. A husband is also liable where he has abandoned his wife. *Davis* v. *St. Vincent's Inst. for Insane* (C. C. A. 1894) 61 Fed. 277. In a New York case, where the facts were similar to those of the instant case, there is strong dictum to the effect that the husband is not liable. See *Board of Supervisors* v. *Budlong* (1868) 51 Barb. 493, 516. Social policy would seem to dictate a contrary result. Either the husband or the taxpayers must maintain the insane wife and it is believed that the court in the instant case reached a sound conclusion in casting the burden on the husband.

ILLEGAL CONTRACTS—USE OF INFLUENCE TO OBTAIN ORDERS FROM GOVERNMENT.—The plaintiff was employed by the defendant to obtain orders from the government solely because of his supposed influence with persons of authority in England. *Held,* the contract was contrary to public policy and void. *Carr-Harris* v. *Canadian General Electric Co.* (1920) 68 Ont. L. R. 231.

It is undoubtedly true that one may employ an agent to procure contracts with the government. *Winpenny* v. *French* (1869) 18 Ohio St. 469. However, such agreements are carefully scrutinized. If the employee's compensation is contingent upon his success in the enterprise, the federal courts hold the contract void on the ground that a contingent fee is a strong incentive to the use of improper methods. *Tool Co.* v. *Norris* (1864) 2 Wall. 45; *Hazelton* v. *Sheckells* (1906) 202 U. S. 71, 26 Sup. Ct. 567. New York, on the other hand, holds such contracts valid unless it be shown that they actively require corruption in their performance. *Swift* v. *Aspell & Co.* (1903) 40 Misc. 453, 82 N. Y. Supp. 659; *Lyon* v. *Mitchell* (1867) 36 N. Y. 235. Where by his agreement an agent was bound to do everything in his power to accomplish the success of his employer's business, the contract was held void on the ground that it was broad enough to cover any services, secret or open, honest or dishonest, even though no misconduct was shown to have been contemplated. *Hyland* v. *Oregon Hassam Paving Co.* (1914) 74 Ore. 1, 144 Pac. 1160. If the employee is to use personal or political influence the contract is of course void. *Drake* v. *Lauer* (1904) 93 App. Div. 86, 86 N. Y. Supp. 986. The guiding principle of the courts in deciding these cases is whether or not the contracts tend to lead to inefficiency in the public service and to unnecessary expenditure of public funds. See *Tool Co.* v. *Norris, supra,* 54. In the words of Mr. Justice Holmes, "The objection to them rests in their tendency, not in what was done in the particular case." See *Hazleton* v. *Sheckells, supra,* 79.

INSURANCE—INVOLUNTARY MANSLAUGHTER OF INSURED BY BENEFICIARY—RECOVERY BY BENEFICIARY.—Where the death of the insured was caused by the negligence of the beneficiary, so that the latter was guilty of the felony of involuntary manslaughter under the Penal Code, *held,* that fact does not defeat recovery by the beneficiary on an accident insurance policy. *Throop* v. *Western Indemnity Co.* (Cal. 1920) 193 Pac. 263.

A beneficiary who murders the insured unquestionably is disqualified from recovering on a life insurance policy. See *N. Y. Mut. Life Ins. Co.* v. *Armstrong* (1886) 117 U. S. 591, 600, 6 Sup. Ct. 877. In such a case, the insurance company is generally held to be liable to the deceased's administrator who takes the proceeds for the benefit of those who would have been entitled to the insurance had no beneficiary been named. *Schmidt* v. *Northern Life Ass'n* (1900) 112 Iowa 41, 83 N. W. 800; *Welch* v. *Traveler's Ins. Co.* (1919) 178 N. Y. Supp. 748; (1920) 20 COLUMBIA LAW REV. 465. Mere negligence, however, where no fraud